

ORIGINAL

STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION

VILLAGE OF BARTLETT,

Petitioner,

v.

COMMUTER RAIL DIVISION OF THE REGIONAL  
TRANSPORTATION AUTHORITY D/B/A METRA  
A/K/A METROPOLITAN RAIL, A REGISTERED SERVICE  
MARK FOR THE NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION ("METRA"),

Respondent.

Docket No. T04-0014

RECEIVED  
APR 11 2006

Illinois Commerce Commission  
RAIL SAFETY SECTION

Verified Petition for Supplemental Order for extension of  
completion date by more than thirty (30) days to complete  
the interconnection of traffic signals to be installed at the  
following intersections within and under the jurisdiction of  
the Village of Bartlett, Illinois: Main Street and Railroad  
Avenue, Oak and Railroad Avenues, and Oak and Bartlett  
Avenues with the railroad warning devices at the Oak  
Avenue Crossing hereinafter described, and ancillary work  
thereto as set forth in the Illinois Commerce Commission  
Order entered November 10, 2004.

**VERIFIED PETITION FOR SUPPLEMENTAL ORDER**

Petitioner, the VILLAGE OF BARTLETT, by and through its attorneys, Bryan E. Mraz & Associates, files its Verified Petition for Supplemental Order, and in support thereof states as follows:

1. Petitioner, Village of Bartlett, is a home rule municipality located in Cook, DuPage, and Kane Counties, Illinois (the "Village").

2. Respondent Metra, whose address is 547 West Jackson Boulevard, Chicago, Illinois, 60661, is a rail carrier operating its lines of railroad in the State of Illinois, including dual main line tracks passing through the Village of Bartlett, Illinois (the "Metra Railroad Lines").

DOCKETED

APR 11 2006

3. On February 20, 2004, the Village filed its Verified Petition to interconnect traffic signals to be installed at the following intersections within and under the jurisdiction of the Village of Bartlett, Illinois: Main Street and Railroad Avenue, Oak and Railroad Avenues, and Oak and Bartlett Avenues with the railroad warning devices at the Oak Avenue Crossing hereinafter described, and to establish the amount of minimum preemption time provided by Metra to Petitioner for the traffic signal preemption sequence at said Intersections, and for approval of certain warning signs and improvements incidental thereto, with the Illinois Commerce Commission (the "Commission") in the above captioned matter (the "Petition").

4. On November 10, 2004, following hearings on the Village's Petition, the Commission entered an Order, a copy of which is attached hereto as Exhibit A and incorporated herein (the "Order") wherein the Commission approved of the Village's Petition to install traffic signals and incidental signage and improvements at the intersections of Main Street and Railroad Avenue, Oak and Railroad Avenues, and Oak and Bartlett Avenues in the Village of Bartlett, to interconnect certain traffic signals with certain warning devices at the Oak Street crossing of the Metra tracks, establish the minimum preemption time provided by Metra at said intersections (the "Project Work"), and complete it on or before May 10, 2006 (the "Completion Date").

5. On or about October 12, 2004 the Village solicited bids for the portion of the Project Work to be completed by the Village, as more fully described in the Agreement hereinafter described (the "Village Project Work").

6. On November 16, 2004, the Village awarded the contract for the Village Project Work to Home Towne Electric, Inc. (the "Village's Contractor") as the lowest responsible bidder meeting specifications.

7. The Village and the Village's Contractor entered the Contract For Construction of the Railroad Avenue/Main Street Traffic Signal Improvements dated November 23, 2004, for performance of the Village Project Work (the "Village Project Work Contract"), a copy of which is attached hereto as Exhibit B and is incorporated herein.

8. Pursuant to paragraph SP-6 of the Village Project Work Contract, the Village's Contractor was required to substantially complete the Village Project Work by September 30, 2005, following receipt of its permit from Metra.

9. The Village's Contractor has been unable to commence the Village Project Work due to Metra's delay in obtaining certain equipment, namely relay houses, which are necessary for Metra to complete its portion of the Project Work (the "Relay Houses").

10. The Village's Contractor has on hand the necessary equipment and material to perform the Village Project Work.

11. As set forth in the letter dated April 3, 2006 from William K. Tupper, Chief Engineering Officer for Metra, to Dave Lazarides, Director of Processing for the Commission, a copy of which is attached hereto as Exhibit C and incorporated herein (the "Metra Notice"), Metra has been unable to obtain the Relay Houses due to delays attributable to a "not technically responsible/responsive" low bidder, and delays caused by high demand for relay houses as a result of Hurricane Katrina.

12. As set forth in the Metra Notice, Metra is requesting an extension of the completion date for Metra's portion of the Project Work from May 10, 2006 until August 8, 2006 due to the above described unforeseeable delays in obtaining the Relay Houses.

13. Until Metra completes construction of the Relay Houses, the traffic signals to be constructed by the Village's Contractor cannot be interconnected with the operation of the existing automatic flashing light signals and gates at the Oak Avenue crossing (the "Interconnection") and/or comply with the minimum preemption time and sequence heretofore approved by the Commission.

14. To allow sufficient time for the Village's Contractor to perform the Village Project Work after installation of the Relay Houses, and to allow Metra's contractors sufficient time to complete the Interconnection and all testing of the system, the Village Engineer estimates the completion of all of the Project Work to be on or before December 31, 2006.

15. The Village has exercised due diligence and has performed all acts necessary to complete the Village Project Work on or before May 10, 2006, the completion date set forth in the Order.

16. The Village has acted in good faith and would have completed the Village Project Work on or before the May 10, 2006 completion date but for the delay in Metra obtaining the Relay Houses.

17. The delay by Metra were unforeseeable and beyond the reasonable control of the Village and/or Metra.

18. Completion of the Project Work remains necessary for the safety and convenience of the traveling public.

19. The Village has provided notice to the Commission's Rail Safety Program Administrator that the Village is unable to complete the Project Work by the May 10, 2006 completion date, as set forth on the notice attached hereto as Exhibit D and incorporated herein.

20. This Petition For Supplemental Order has been filed with the Commission's Director of Processing and the Chief Clerk not less than twenty-one (21) days prior to the expiration of the May 10, 2006 completion date.

21. The Commission has retained jurisdiction over this matter in order to enter supplemental orders that it deems necessary.

22. For the reasons set forth above, it is necessary that the Commission enter a Supplemental Order extending the completion date for the Project Work until December 31, 2006.

**NOW, THEREFORE,** Petitioner, the Village of Bartlett, asks that the Illinois Commerce Commission enter a Supplemental Order extending the date for completion of the Project Work until December 31, 2006, and that all of the other terms and conditions of its November 10, 2004 Order remain in full force and effect.

Dated: April 6, 2006

Respectfully submitted,

VILLAGE OF BARTLETT

By: 

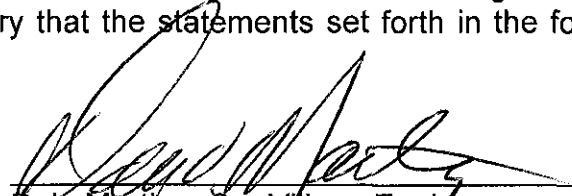
Bryan E. Mraz, its attorney

Village of Bartlett  
228 South Main Street  
Bartlett, Illinois, 60103  
(630) - 837-0800

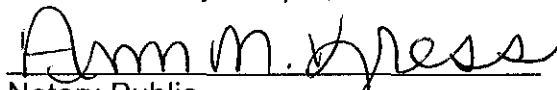
Bryan E. Mraz  
Bryan E. Mraz & Associates  
111 East Irving Park Road  
Roselle, Illinois, 60172  
Phone (630) – 529-2541  
Fax (630) – 529-2019  
E-mail: [BEM@MrazLaw.com](mailto:BEM@MrazLaw.com)

**VERIFICATION**

Dale Marting, Sr., being first duly sworn on oath, states that he is the Village Engineer for the Village of Bartlett, Petitioner herein; that he has read the foregoing Verified Petition For Supplemental Order and has knowledge of the facts stated therein; and the facts stated therein are true and correct to the best of his knowledge and belief; and he certifies, under penalty of perjury that the statements set forth in the foregoing Petition are true and correct.

  
Dale Marting, Sr., Village Engineer  
Village of Bartlett, Cook, DuPage  
and Kane Counties, Illinois

Subscribed and Sworn to before  
me this 6<sup>th</sup> day of April, 2006

  
Notary Public



STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION

VILLAGE OF BARTLETT,

Petitioner,

v.

COMMUTER RAIL DIVISION OF THE REGIONAL  
TRANSPORTATION AUTHORITY D/B/A METRA  
A/K/A METROPOLITAN RAIL, A REGISTERED SERVICE  
MARK FOR THE NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION ("METRA"),

Respondent.

Verified Petition for Supplemental Order for extension of  
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Avenue, Oak and Railroad Avenues, and Oak and Bartlett  
Avenues with the railroad warning devices at the Oak  
Avenue Crossing hereinafter described, and ancillary work  
thereto as set forth in the Illinois Commerce Commission  
Order entered November 10, 2004.

Docket No. T04-0014

**NOTICE OF FILING**

TO: Mr. Daniel Powers, Rail Safety Specialist, Illinois Commerce Commission,  
Transportation Division, Railroad Section, 527 East Capitol Avenue,  
Springfield, Illinois, 62701  
Mr. Dean Jackson, Chief Administrative Law Judge, Illinois Commerce  
Commission, Transportation Division, 527 East Capitol Avenue,  
Springfield, Illinois, 62701  
Mr. William K. Tupper, Northeast Illinois Regional Commuter Railroad  
Corporation (Metra), 547 West Jackson Boulevard, Chicago, Illinois, 60661

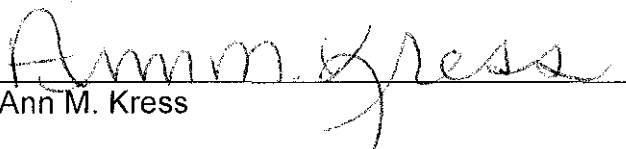
PLEASE TAKE NOTICE that I have this 7<sup>th</sup> day of April, 2006, forwarded to  
David Lazarides, Director of Processing, Transportation Division, of the Illinois  
Commerce Commission, Springfield, Illinois, for filing in the above matter, a Verified

Petition for Supplemental Order, a copy of which is attached hereto and herewith served upon you.

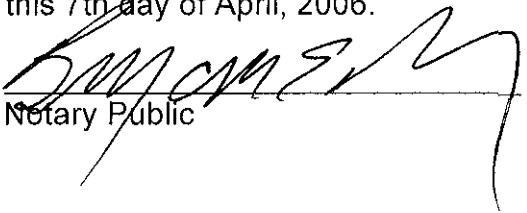
  
Bryan E. Mraz  
Attorney for the Village of Bartlett  
Bryan E. Mraz & Associates  
111 East Irving Park Road  
Roselle, Illinois, 60172  
(630) – 529-2541

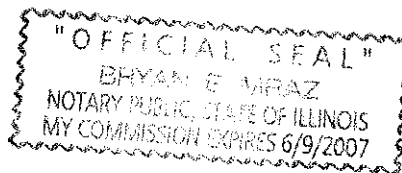
STATE OF ILLINOIS                    )  
  ) SS:  
COUNTY OF DU PAGE                )

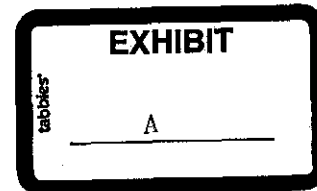
I, Ann M. Kress, a non-attorney, state on oath that I served this Notice of Filing by mailing a copy to each person to whom it is directed and depositing the same in the U.S. Mail at Roselle, Illinois, with the proper postage prepaid and addressed as above shown on April 7, 2006, at 4:00 p.m.

  
Ann M. Kress

Subscribed & Sworn to before me  
this 7th day of April, 2006.

  
Notary Public





STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Village of Bartlett,  
Petitioner,

v.

Commuter Rail Division of the Regional Transportation Authority :  
d/b/a Metra a/k/a Metropolitan Rail, a Registered Service Mark :  
for the Northeast Illinois Regional Commuter Railroad :  
Corporation ("METRA"), :  
Respondent. :

T04-0014

Petition to interconnect traffic signals to be installed at the :  
following intersections within and under the jurisdiction of the :  
Village of Bartlett, Illinois: Main Street and Railroad Avenue, Oak :  
and Railroad Avenues, and Oak and Bartlett Avenues with the :  
railroad warning devices at the below described Oak Avenue :  
Crossing and to establish the amount of minimum preemption :  
time provided by Metra to Petitioner for the traffic signal :  
preemption sequence at said intersections, and for approval of :  
certain warning signs and improvements incidental thereto. :

ORDER

By the Commission:

On February 20, 2004, the village of Bartlett (village or Petitioner) filed a verified petition with the Illinois Commerce Commission in the above-captioned matter, naming as Respondent the Commuter Rail Division of the Regional Transportation Authority, d/b/a METRA. a/k/a Metropolitan Rail, a registered service mark for the Northeast Illinois Regional Commuter Railroad Corporation (METRA), seeking an order authorizing the installation of traffic signals with certain improvements and warning signs, and to establish the amount of minimum preemption time provided by METRA to the Petitioner for the traffic signal preemption sequence at the subject intersections.

On May 5, 2004, pursuant to notice as required by law and the regulations of the Commission, this matter came on for hearing before a Commission administrative law judge at the Commission's offices in Chicago, Illinois. The village and Commission Staff were represented by counsel. Daniel C. Powers of the Railroad Section in the Commission's Transportation Bureau also entered an appearance. At the conclusion of the hearing, the record was marked *heard and taken*.



Dale Marting, principal of Pavia-Marting & Co., consulting engineers, testified that he has been the Village Engineer for thirty-four years. Mr. Marting testified, demonstrated with aerial photographs the present conditions, and proposed conditions in the downtown area of the Village in proximity to the existing railroad station. Railroad Avenue will be extended to Berteau Street, the railroad station will be relocated approximately 250 feet east of Main Street on the north, and signalization will be added as well as incidental warning signs. At the three intersections with the tracks of the Railroad: Main Street and Railroad Avenue, Oak and Railroad Avenues, and Oak and Bartlett Avenues, minimum preemption time is now twenty seconds. It is proposed that the amount of minimum preemption time provided by METRA at the three intersections be increased to twenty-five seconds.

The Village presented as its second witness, Yves-Marie Monereau, a licensed, professional engineer employed by Pavia-Marting & Co. Her specialties are transportation and traffic studies and as such, Ms. Monereau prepared a traffic impact analysis. Ms. Monereau also testified with the assistance of exhibits showing present and proposed conditions in the redevelopment area. She began with peak hour traffic counts at the intersections in the redevelopment area. To avoid queuing at the intersections, it is her recommendation that there be a three-way stop at Oak and Railroad Avenues to stop vehicles north of Bartlett. A traffic signal will be the most efficient signalization. Incidental signage has been suggested by METRA, the Village, and Mr. Powers of the Commission.

The SAAG cross-examined the witnesses on the scope of the project, railroad traffic, and financing. Approximately seventy trains cross the subject intersections daily. Financing will be entirely by the Village through a TIF (tax increment financing) Redevelopment Project. No Grade Crossing Protection Funds are requested or forthcoming. The preliminary cost for the interconnection work, circuitry work, and the relocation of the advance warning system is estimated at \$404,008.

The Commission, having given due consideration to the entire record herein and being fully advised in the premises, is of the opinion and finds that:

- (1) the Village of Bartlett exists by virtue of the laws of the State of Illinois;
- (2) the Commuter Rail Division of the Regional Transportation Authority, d/b/a METRA, a/k/a Metropolitan Rail, a registered service mark for the Northeast Illinois Regional Commuter Railroad Corporation ("METRA"), is a rail carrier and exists by virtue of the laws of the State of Illinois;
- (3) the Commission has jurisdiction of the subject matter herein;
- (4) matters contained in the prefatory portion of this Order are adopted as findings of fact;

- (5) the Village of Bartlett proposes the improvement of three intersections by installing traffic signals, improvements, and warning signs incidental thereto; the intersections are Main Street and Railroad Avenue, Oak and Railroad Avenues, and Oak and Bartlett Avenues;
- (6) the Oak Avenue crossing is equipped with automatic flashing light signals and gate; seventy-two feet (72') north, Oak Avenue intersects with Bartlett Avenue; approximately seventy-three feet (73') south, Oak Avenue intersects with Railroad Avenue;
- (7) based on the proximity of the intersections, the operation of the traffic signals needs to be interconnected with the operation of the existing automatic flashing light signals and gates at the Oak Avenue crossing for the safety and convenience of the traveling public;
- (8) traffic counts and analyses recommend that the minimum preemption time provided by METRA at the subject crossings should be twenty-five (25) seconds;
- (9) the Village shall pay the full cost of the project per the METRA cost estimate of \$404,008 submitted to the Village and no assistance is requested from the Grade Crossing Protection Fund of the Motor Fuel Tax Law;
- (10) completion of the project herein approved should be within eighteen months of the date of this Order;
- (11) Chapters 625 ILCS 5/18c-1702 and 5/18c-1704 require each "person" as defined by Section 5/18c-1104, to comply with every regulation or order of the Commission; these sections further provide that any person who fails to comply with a Commission regulation or order shall forfeit to the State not more than \$1,000 for each such failure, with each day's continuance of the violation being considered a separate offense; while the Commission expects all parties to comply with this Order in all matters addressed herein and in a timely manner, the Commission advises that any failure to comply may result in the assessment of such sanctions.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that the Village of Bartlett is hereby granted permission to install traffic signals and incidental signage and improvements at the intersections of Main Street and Railroad Avenue, Oak and Railroad Avenues, and Oak and Bartlett Avenues; to interconnect the traffic signals with the warning devices at the Oak Street crossing of the METRA tracks, establish the minimum preemption time provided by METRA at said intersections, and complete the work as noted in the prefatory section.

IT IS FURTHER ORDERED that the warning system shall be designed to provide for a minimum of twenty-five (25) seconds simultaneous preemption time for the normal operation of through trains and shall thereafter be maintained by METRA.

IT IS FURTHER ORDERED that the cost of all improvements herein approved shall be paid entirely by the Village of Bartlett.

IT IS FURTHER ORDERED that METRA shall file Form 3 of 92 Illinois Administrative Code 1535 of this Commission showing details of the automatic warning device relocation and circuitry relocation and installation herein required and shall receive approval thereof by X-Resolution before commencing the work of relocation.

IT IS FURTHER ORDERED that after the warning system work herein required has been completed, METRA shall not take any action which would result in a reduction of the minimum simultaneous preemption time without approval of the Commission.

IT IS FURTHER ORDERED that the work herein required shall be completed within eighteen (18) months of the date of this Order.

IT IS FURTHER ORDERED that METRA shall within five (5) days of the completion of the work herein, file National Inventory Update Report Forms with the Commission's Director of Processing, Transportation Division, as notices of said completion.

IT IS FURTHER ORDERED that any person making a Request For Extension Of Time up to 30 days to complete a project ordered by the Commission must file a request with the Director of Processing and Information no later than 14 days in advance of the scheduled deadline. An Administrative Law Judge will consider and decide the request.

IT IS FURTHER ORDERED that any person requesting an extension of time that exceeds thirty (30) days must file a Petition for Supplemental Order with the Director of Processing no later than twenty-one (21) days in advance of the scheduled deadline. The Commission will decide Petitions for Supplemental Orders.

IT IS FURTHER ORDERED that Requests for Extension of Time and Petitions for Supplemental Orders must include the reason(s) the additional time is needed to complete the work and the time within which the project will be completed. Prior to submitting a Request for Extension of Time or a Petition for Supplemental Order, the person must notify the Commission's Rail Safety Program Administrator that it is unable to complete the project within the ordered timeframe.

IT IS FURTHER ORDERED that the Commission or its presiding administrative law judge reserves the right to deny requests for extensions of time and petitions for supplemental orders if the reason(s) supporting the request is insufficient or where it appears the person has not made a good faith effort to complete the project within the

allotted time. Failure of the Commission or the administrative law judge to act on a pleading prior to the deadline means the originally ordered completion date remains in effect.

IT IS FURTHER ORDERED that the Commission shall retain jurisdiction for the purpose of issuing any supplemental order or orders, as it may deem necessary.

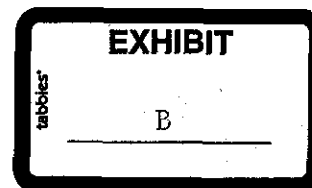
IT IS FURTHER ORDERED that, in accordance with Chapter 625 ILCS 5/18c-2201 and 5/18c-2206 of the Illinois Commercial Transportation Law, this is a final order subject to the Administrative Review Law.

By Order of the Commission this 10<sup>th</sup> day of November, 2004.

*Edward C. Husley* <sub>2</sub>

Chairman

JUDGE	<i>BC</i>
SECTION CHIEF	
ORDERS SUPERVISOR	<i>[Signature]</i>



**CONTRACT FOR**  
**CONSTRUCTION OF THE**  
**RAILROAD AVE. / MAIN ST. TRAFFIC SIGNAL IMPROVEMENTS**  
**VILLAGE OF BARTLETT, ILLINOIS**

THIS CONTRACT, made this 23<sup>rd</sup> day of November, 2004 by and between the Village of Bartlett hereinafter called the "Owner" and Home Towne Electric, Inc. P.O. Box 863, Lake Villa, Illinois 60046 hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete in a workmanlike manner of the work described as follows: this improvement consists of furnishing and installing a fully actuated traffic signal including mast arms, posts, detector loops, pedestrian signal heads and pushbuttons, emergency vehicle preemption equipment, railroad preemption equipment, thermoplastic pavement marking, restoration and all incidental and collateral work necessary to complete the project.
2. The Contractor shall perform all work in accordance with the terms and conditions set forth in the Contract Documents for which the Contractor tendered a Bid and this Contract is binding.
3. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction of the project in accordance with the Contract Documents.
4. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will provide substantial completion as stated in Section 7,b of the General Conditions unless time extensions are granted in accordance with the provisions of the Contract Documents.
5. The Contractor agrees to perform the work described in the Contract Documents and comply with the terms therein for the Contract Amount of Two-hundred ninety-three thousand, three-hundred sixteen and 50/100 Dollars (\$293,316.50).
6. In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:
  - a. Change Orders (if issued during construction)
  - b. Addenda Nos. 1, 2 and 3.
  - c. Conditions of the Contract
  - d. Detailed Specifications
  - e. Contract Drawings and Soils Report

- f. Instructions to Bidders
- g. Invitation to Bid
- h. Contractor's Bid
- i. Notice to Proceed
- j. Contract for Construction (this instrument)

7. The Owner will make payments to the Contractor in the manner and at such times as set forth in the general conditions and in such amounts as required by the Contract Documents.
8. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in two (2) copies, each of which shall be deemed an original on the date first above written.

Contractor: Home Towne Electric, Inc. (SEAL)

By: *[Signature]*

Title: President

Attest: *[Signature]*

Village of Bartlett

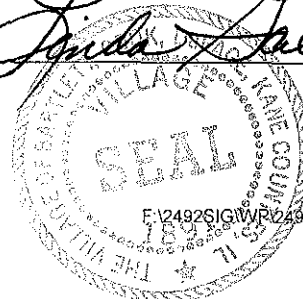
(SEAL)

By: *[Signature]*

Title: Village President

Attest:

*[Signature]*



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project. The date and time of the meeting will be established by the Village of Bartlett. The purpose of this meeting will be to:

1. Receive and review the contractor's proposed construction sequence and schedule.
2. Distribute Contract Documents.
3. Identify key construction personnel and list of Subcontractors.
4. Identify key Owner personnel and representatives.
5. Submission of a list of material suppliers.
6. Review safety obligations and responsibilities.
7. Discuss other items as required.

#### **SP- 6 COMPLETION DATE**

No work shall begin until the Engineer receive the Final Order from the Illinois Commerce Commission and the Contractor shows evidence of permit from Metra. All work (*including restoration*) is to be completed by September 30, 2005. If this work is not completed by this date, liquidated damages will be assessed in accordance with Article 108.10 of the Standard Specifications.

#### **SP- 7 MAINTENANCE OF ROADWAYS**

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

#### **SP- 8 MAINTENANCE BOND**

The Contractor shall furnish to the Village of Bartlett a maintenance guarantee in the amount of 100% of the awarded contract amount for a 24-month period. The maintenance guarantee shall be in one of the following forms:

1. A surety or insurance company that is authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois, or

**CONTRACT BOND  
FOR  
RAILROAD AVE. / MAIN ST. TRAFFIC SIGNAL IMPROVEMENTS**

Known all men by these presents: that We Home Towne Electric, Inc. as PRINCIPAL, AND  
St Paul Fire and Marine Insurance Company  
as SURETY, are held and firmly bound unto the VILLAGE OF BARTLETT (hereafter referred  
to as OWNER) in the penal sum of Two-hundred ninety-three thousand, three-hundred sixteen  
and 50/100 Dollars ( \$ 293,316.50 ), lawful money of the United States, well and truly to be  
paid unto said OWNER, for the payment of which we bind ourselves, our heirs, executors,  
administrators, successors, jointly to pay to the OWNER this sum under the conditions of this  
instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said  
Principal has entered into a written contract with the OWNER acting through its awarding  
authority for the construction of Railroad Ave. / Main St. Traffic Signal Improvements, which  
contract is hereby referred to and made a part hereof, as if written herein at length, and  
whereby the said Principal has promised and agreed to perform said work in accordance with  
the terms of said contract, and has promised to pay all sums of money due for any labor,  
materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of  
performing such work and has further agreed to pay all direct and indirect damages to any  
person, firm, company, or corporation suffered or sustained on account of the performance of  
such work during the time thereof and until such work is completed and accepted; and has  
further agreed that this bond shall insure to the benefit of any person, firm, company or  
corporation, to whom any money may be due from the Principal, subcontractor or otherwise,  
for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may  
be maintained on such bond by any such person, firm, company, or corporation, for the  
recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance  
with the terms of said contract, and shall pay all sums of money due or to become due for any  
labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of  
constructing such work, and shall commence and complete the work within the time prescribed  
in said contract, and shall pay and discharge all damages, direct and indirect, that may be  
suffered or sustained on account of such work during the time of the performance thereof and  
until the said work shall have been accepted, and shall hold the OWNER and its awarding  
authority harmless on account of any such damages and shall in all respects fully and faithfully  
comply with all the provisions, conditions, and requirements of said contract, then this obligation  
to be void; otherwise to remain in full force and effect.



IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 23<sup>rd</sup> day of November A.D. 2004.

PRINCIPAL

Home Towne Electric, Inc.

(Company Name)

(Company Name)

By:

(Signature & Title) Daniel Green  
President

By:

(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, seals and authorized signature of each contractor must be affixed.)

SURETY

St Paul Fire and Marine Insurance Company

(Name of Surety)

(Signature of Attorney-in-Fact)

Charles R. McQuiggan, Attorney-in-Fact

STATE OF ILLINOIS,  
COUNTY OF Madison

I, Holly Vanessa Johnson a Notary Public in and for said county, do hereby certify that  
Daniel Green and Charles R. McQuiggan

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally know to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23<sup>rd</sup> day of November A.D. 2004.

My commission expires March 26, 2005

(Notary Public)

Approved this 5<sup>th</sup> day of JANUARY

A.D. 2004  
OFFICIAL SEAL  
HOLLY VANESSA JOHNSON  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES MARCH 26, 2005

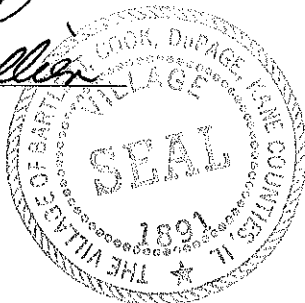
ATTEST:

(Signature)  
(Village Clerk)

Village of Bartlett  
(OWNER/Awarding Authority)

(Signature)  
(Chairman/Mayor/President)

(SEAL)



F:\2492SIG\WP\2492SIG - Contract Bond 11-01-04.wpd

Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 24173

Certificate No. 2187011

**KNOW ALL MEN BY THESE PRESENTS:** That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (*herein collectively called the "Companies"*), and that the Companies do hereby make, constitute and appoint

Charles R. McQuiggan, Ralph L. McQuiggan, Bradley R. Greer and Stephen G. McQuiggan

of the City of Edwardsville, State Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 3<sup>rd</sup> day of February, 2004.

Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.



PETER W. CARMAN, Vice President

State of Maryland  
City of Baltimore

*Thomas E. Huijbregtse*  
THOMAS E. HUIJBREGTSE, Assistant Secretary

On this 3<sup>rd</sup> day of February, 2004, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huijbregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.



*Rebecca Easley-Onokala*

REBECCA EASLEY-ONOKALA, Notary Public

**St Paul Surety**

St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company  
Seaboard Surety Company

United States Fidelity and Guaranty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Medical Liability Insurance Company

Bond No. TE3522

**RIDER CONTAINING  
DISCLOSURE NOTICE OF TERRORISM COVERAGE**

This disclosure notice is required by the Terrorism Risk Insurance Act of 2002. No action is required on your part. This Disclosure Notice is incorporated in and a part of the attached bond.

You should know that, effective November 26, 2002, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by the Terrorism Risk Insurance Act of 2002. Under this formula, the United States reimburses 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

There is a cap on our liability to pay for such losses if the aggregate amount of insured losses under the Act exceeds \$100,000,000,000 during the applicable period for all insured and all insurers combined. In that case, we will not be liable for the payment of any amount which exceeds that aggregate amount of \$100,000,000,000.

The portion of your premium that is attributable to coverage for acts of terrorism is \$0.00.

**IMPORTANT NOTE: THE COST OF TERRORISM COVERAGE IS SUBJECT TO  
CHANGE ON ANY BOND THAT PREMIUM IS CHARGED ANNUALLY.**

SIGNED AND SEALED this 23 day of November, 2004

St Paul Fire and Marine  
**SURETY:** Insurance Company [SEAL]

Signature: Charles R. McQuiggan  
Attorney-in-Fact

Charles R. McQuiggan

## DISCLOSURE NOTICE OF TERRORISM COVERAGE

This disclosure notice is required by the Terrorism Risk Insurance Act of 2002. No action is required on your part.

Coverage for acts of terrorism is already included on all outstanding, in force bonds issued on your behalf or on behalf of one of your associated, affiliated, or subsidiary companies, to the same extent and subject to the same terms and conditions that are otherwise applicable under those bonds and underlying bonded contracts or obligations. You should know that, effective November 26, 2002, under your existing coverage, any losses caused by certified acts of terrorism would be partially reimbursed by the United States to St. Paul under a formula established by the Terrorism Risk Insurance Act of 2002. Under this formula, the United States reimburses 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

~~There is a cap on our liability to pay for such losses if the aggregate amount of insured losses under the Act exceeds \$100,000,000,000 during the applicable period for all insured and all insurers combined. In that case, we will not be liable for the payment of any amount which exceeds that aggregate amount of \$100,000,000,000.~~

The portion of your premium for all outstanding, in force bonds, that is attributable to coverage for acts of terrorism is \$0.00.

**IMPORTANT NOTE: THE COST OF TERRORISM COVERAGE IS SUBJECT TO CHANGE ON ANY BOND THAT PREMIUM IS CHARGED ANNUALLY.**

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**Village of Bartlett**

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Certificate issued to Village of Bartlett  
J.J. Adams Group

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12/16/2004

12/16/2004

Insured: Home Towne Electric, Inc.

Location: Railroad Ave./Main St. Traffic Signal, Bartlett, IL 60103. HTE Job #04992.

The following are Additional Insured under the General Liability, when required under written contract and the coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction".

Village of Bartlett, its President and Board of Trustees, and its officers, officials, employees, volunteers, agents, independent contractors, consultants while working on behalf of the Owner and the Village Engineer (Pavia-Marting & Co. and its officers and employees)  
Northeast Illinois Regional Commuter Railroad Corporation  
Metra  
Metropolitan Rail  
The Commuter Rail Division

The following Cancellation Clause supersedes the Cancellation Clause on page 1 of Certificate:

"Should any of the above described policies be canceled, suspended, voided or the types or amounts of coverage be modified before the expiration date thereof, the issuing company shall have mailed thirty (30) days prior written notice to the certificate holder named, certified mail return receipt requested."

Cancellation clause does not apply to Notice of Cancellation for non-payment of premium.

## Additional Insured – Automatic - Owners, Lessees Or Contractors - Broad Form



# ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem.	Return Prem.
GLO4641244	8/23/04	8/23/05	8/23/04		\$	\$

this endorsement changes the policy. please read it carefully.  
This endorsement modifies insurance provided under the:  
Commercial General Liability Coverage Part

- A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to additional insureds applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I, Coverage A, **BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Coverage B, **PERSONAL AND ADVERTISING INJURY LIABILITY**, but only if:
1. The "bodily injury" or "property damage" results from your negligence; and
  2. The "bodily injury", "property damage" or "personal and advertising injury" results directly from:
    - a. Your ongoing operations; or
    - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of paragraphs A. and B. above:
1. We will not extend any insurance coverage to any additional insured person or organization:
    - a. That is not provided to you in this policy; or
    - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
  2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
    - a. The Limits of Insurance provided to you in this policy; or
    - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" that results solely from negligence of the additional insured; or

2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - b. Supervisory, inspection, architectural or engineering activities.
- E. The additional insured must see to it that:
- 1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
  - 2. We receive written notice of a claim or "suit" as soon as practicable; and
  - 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.
- F. The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to any additional insured person or organization unless the other insurance is provided by a contractor other than you for the same operations and job location. Then we will share with that other insurance by the method described in paragraph 4.c. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.



RETURN WITH BID

PROPOSAL SUBMITTED BY

**VILLAGE OF  
BARTLETT**

Home Towne Electric, Inc.		
Contractor's Name P.O. Box 863		
Street	P.O. Box	
Lake Villa, IL	60046	
City	State	Zip Code

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL  
(Note Instruction 5 of the Notice to Bidders Form)

COUNTY OF \_\_\_\_\_ COOK \_\_\_\_\_

VILLAGE \_\_\_\_\_ BARTLETT \_\_\_\_\_

(Insert name of City, Village, Town or Road District)

~~ESTIMATE OF COST, SPECIFICATIONS, PLANS~~  
~~MATERIAL PROPOSAL, CONTRACT PROPOSAL~~  
CONTRACT AND CONTRACT BOND

(Strike out that which is not applicable)

FOR

THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. \_\_\_\_\_ RAILROAD AVENUE \_\_\_\_\_

SECTION NO. \_\_\_\_\_

TYPE OF FUNDS \_\_\_\_\_ GENERAL FUNDS \_\_\_\_\_

TO BE CONSTRUCTED UNDER  
THE PROVISIONS OF

**THE ILLINOIS HIGHWAY CODE**

Submitted

Approved/Passed

JAN 05 2005

*Catherine J. Mulcahy*  
Highway Commissioner/Mayor/President of Board of Trustees

APPROVED  
VILLAGE OF BARTLETT

DATE

10.8.04

*Paul D. Kueste*  
Village Administrator/Public Works Director

**ADDENDUM NO. 1 ISSUED OCTOBER 18, 2004**

TO THE CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR THE  
RAILROAD AVE./MAIN ST TRAFFIC SIGNAL INSTALLATION  
Village of Bartlett, Illinois

DATE OF BID OPENING: **October 27, 2004 @ 11:00 AM**

BID OPENING LOCATION: Village of Bartlett  
Bartlett Village Hall  
228 South Main Street  
Bartlett, Illinois 60103

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We are transmitting herewith the following Corrections which are to be incorporated into the plans and specifications for this improvement.

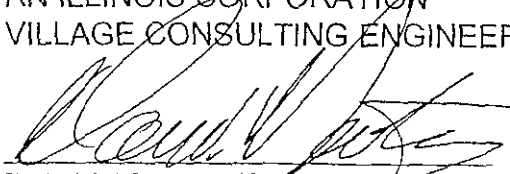
**I. PLAN SHEET No. 2, Summary of Quantities:**

1. Unit for Item # 27 should read **FOOT.**
  2. Unit for Item # 30 should read **EACH.**
  3. Unit for Item # 43 should read **FOOT.**
  4. Unit for Item # 44 should read **EACH.**
  5. Unit for Item # 50 should read **EACH.**
  6. Unit for Item # 55 should read **FOOT.**
  7. Unit for Item # 56 should read **FOOT.**
  8. Unit for Item # 57 should read **SQ. FT.**
  9. Quantity for Item # 51 under "Main and Railroad" column should read **0.34.**
- 

Please acknowledge receipt of the addendum by executing and returning a copy of this page to Pavia-Marting & Co., 910 West Lake Street, Roselle, IL 60172 via fax (630-894-4910), attention Dale V. Marting (Sr.), or by mail prior to the bid date. Also enclose a copy of this addendum with your bid submittal.

Respectfully submitted,

PAVIA-MARTING & CO.  
AN ILLINOIS CORPORATION  
VILLAGE CONSULTING ENGINEERS

  
Dale V. Marting, (Sr.) P.E.  
Village Engineer

Acknowledge receipt 

Company: Home Towne Electric Inc

By/Title: Estimator Assistant

Date: 10/25/04

END OF ADDENDUM NO. 1

**ADDENDUM NO. 2 ISSUED OCTOBER 20, 2004**

TO THE CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR THE  
RAILROAD AVE./MAIN ST TRAFFIC SIGNAL INSTALLATION  
Village of Bartlett, Illinois

DATE OF BID OPENING: **October 27, 2004 @ 11:00 AM**

BID OPENING LOCATION: Village of Bartlett  
Bartlett Village Hall  
228 South Main Street  
Bartlett, Illinois 60103

We are transmitting herewith the following Special Provision which are to be incorporated into the plans and specifications for this improvement.

**I. SPECIAL PROVISION:**

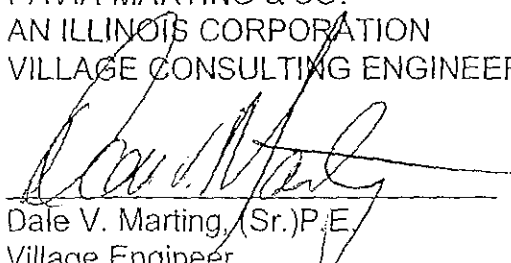
1. **Second paragraph, last sentence of Special Provision SP-41 SECTION 1077 TRAFFIC SIGNAL POST should read:**

***"The base of the post shall be of the type Huntington HN-18AB (see attached detail) or approved equal by the Village".***

Please acknowledge receipt of the addendum by executing and returning a copy of this page to Pavia-Marting & Co., 910 West Lake Street, Roselle, IL 60172 via fax (630-894-4910), attention Dale V. Marting (Sr.), or by mail prior to the bid date. Also enclose a copy of this addendum with your bid submittal.

Respectfully submitted,

PAVIA-MARTING & CO.  
AN ILLINOIS CORPORATION  
VILLAGE CONSULTING ENGINEERS

  
Dale V. Marting, (Sr.) P.E.  
Village Engineer

Acknowledge receipt .....

Company: Home Towne Electric Inc.

By/Title: Estimator Assistant

Date: 10/25/04

END OF ADDENDUM NO. 2

# HUNTINGTON HN-18AB

## 18" ALUMINUM CLAMSHELL DECORATIVE BASE

### SPECIFICATIONS

The decorative base is constructed of two identical cast clamshells A319 alloy aluminum or equivalent. Parts are cast whole or in components welded together prior to application of finish.

Connecting hardware are stainless steel socket head style bolts. Tamperproof hardware is available on special order. All hardware is accessible from outside the base for easy installation. Halves are factory fitted and shipped together.

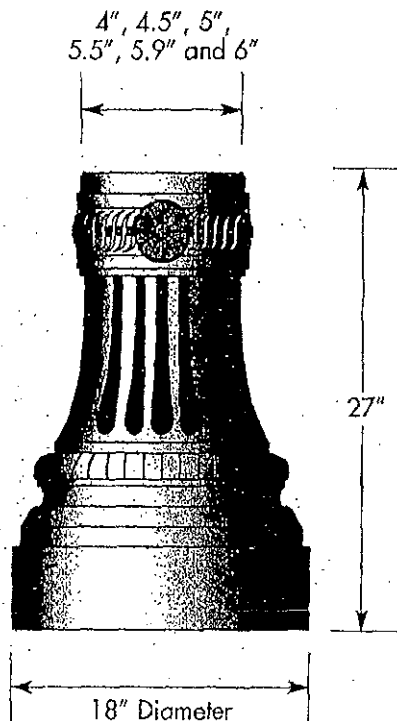
Each half is identical with an integral door designed to fit the aesthetic appearance of the base. Doors are supplied with stainless steel socket style screws.

Clamshell bases are designed to wrap around the pole with a circular hole with a tolerance of .25" maximum clear between the base and the casting. For fluted poles, the flutes start 1-2" above the top of the base for a clean appearance.

The finish for the base is TGIC polyester powder coating applied in accordance with Valmont Industries F264 Specification.

The top opening dimensions are calculated using the pole base dimension and a taper rate of .14" per foot. The opening is designed to accommodate outside diameter of mandrel formed round tubes and point-to-point diameter of multi-sided tubes.

Fits Standard Pole Base Diameters



### ALUMINUM Clamshell Base

### CATALOG LOGIC

Series	Base Diameter	Material/Style	Fits Pole With Base Diameter	Base Height	Standard Finishes	Hardware/Options
<b>H N</b>	<b>1 8</b>	<b>A B</b>		<b>2 7 0</b>		
Series <b>HN</b> = Huntington	Base Diameter <b>18</b> = 18\" Diameter	Material/Style <b>AB</b> = Aluminum, Clamshell Base Only	Fits Pole With Base Diameter <b>040</b> = 4\" <b>045</b> = 4.5\" <b>050</b> = 5\" <b>055</b> = 5.5\" <b>059</b> = 5.9\" <b>060</b> = 6\"	Base Height <b>270</b> = 27\" Overall Height	Standard Finishes <b>BK</b> = Black <b>DB</b> = Dark Bronze <b>HG</b> = Hunter Green <b>BR</b> = Burgundy <b>SC</b> = Special Color	Hardware/Options <b>Blank</b> = Standard SS Hex Socket Fill-in Description For Special Requirements

2-HN-1A

**ADDENDUM NO. 3 ISSUED OCTOBER 26, 2004**

TO THE CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR THE  
RAILROAD AVE./MAIN ST TRAFFIC SIGNAL INSTALLATION  
Village of Bartlett, Illinois

DATE OF BID OPENING: **October 27, 2004 @ 11:00 AM**

BID OPENING LOCATION: Village of Bartlett  
Bartlett Village Hall  
228 South Main Street  
Bartlett, Illinois 60103

We are transmitting herewith the following Correction to Special Provision which are to be incorporated into the plans and specifications for this Improvement.


**I. SPECIAL PROVISION SP-32:**

1. **Delete the last paragraph of Special Provision SP-32 SECTION 850 MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION.**

Please acknowledge receipt of the addendum by executing and returning a copy of this page to Pavia-Marting & Co., 910 West Lake Street, Roselle, IL 60172 via fax (630-894-4910), attention Dale V. Marting (Sr.), or by mail prior to the bid date. Also enclose a copy of this addendum with your bid submittal.

Respectfully submitted,

PAVIA-MARTING & CO.  
AN ILLINOIS CORPORATION  
VILLAGE CONSULTING ENGINEERS

  
Dale V. Marting, (Sr.) P.E.  
Village Engineer

Acknowledge receipt

Company:

By/Title:

Date:



Home Towne Electric Inc.

Estimator Assistant

10-26-04

END OF ADDENDUM NO. 3

# VILLAGE OF BARTLETT

RETURN WITH BID

## Notice to Bidders

Route RAILROAD AVENUE  
County COOK  
Local Agency VILLAGE OF BARTLETT  
Section \_\_\_\_\_

### Time and Place of Opening of Bids

Sealed proposals for the improvement described below will be recieved at the office of \_\_\_\_\_ the Village Clerk  
\_\_\_\_\_ 228 South Main Street, Bartlett \_\_\_\_\_, Illinois  
(address)  
until \_\_\_\_\_ 11:00 o'clock \_\_\_\_\_ A M., \_\_\_\_\_ OCTOBER 27, 2004 \_\_\_\_\_ Proposals will be opened and read publicly  
(date)  
at \_\_\_\_\_ 11:00 o'clock \_\_\_\_\_ A M., \_\_\_\_\_ OCTOBER 27, 2004 \_\_\_\_\_ at the office of \_\_\_\_\_ the Village Clerk  
(date)  
\_\_\_\_\_ 228 South Main Street, Bartlett, IL 60103  
(address)

### Description of Work

Name TRAFFIC SIGNAL IMPROVEMENTS Length N/A  
Location RAILROAD AVE./MAIN ST., OAK AVE./RAILROAD AVE., AND OAK AVE./BARTLETT AVE.  
Proposed Improvement INSTALLATION OF TRAFFIC SIGNALS SYSTEM PREEMPTED WITH THE RAILROAD TRACKS ON OAK AVE. PREEMPTED WITH EMERGENCY VEHICLES

### Bidders Instructions

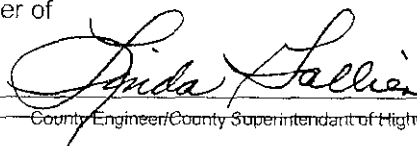
1. Plans and proposal forms will be available in the office of PAVIA-MARTING & CO  
910 WEST LAKE STREET, ROSELLE, IL 60172 (AT A COST OF \$35.00 NON-REFUNDABLE)
2. If prequalification is required, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One copy shall be filed with the Awarding Authority and 2 copies with the IDOT District Office.
3. All proposals must be accompanied by a proposal guaranty as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
4. The awarding authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
5. Bidders need not return the entire contract proposal when bids are submitted unless otherwise required. Portions of the proposal that must be returned include the following:
  - a. VOB 5701 - Contract Cover
  - b. VOB 5704 - Notice to Bidders
  - c. VOB 5705 - Contract Proposal
  - d. VOB 5706 - Contract Schedule of Prices (if needed)
  - e. VOB 5707 - Contract Schedule of Prices and Signatures
  - f. VOB 5708 - Proposal Bid Bond (if required)
6. The quantities appearing in the bid schedule are approximate and are prepared for comparison of Bids. Payment to the Contractor will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

7. Submission of bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements of the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any cost, expenses, losses or charges in anticipated profits resulting from such failure or neglect of the bidder.
8. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
9. If a special envelope is provided by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
10. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

VILLAGE OF BARTLETT

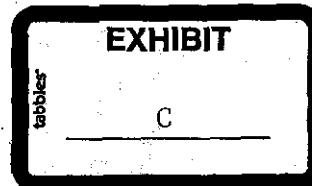
(Awarding Authority)

By Order of



County Engineer/County Superintendent of Highways/Municipal Clerk

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.



Mr. Dave Lazarides  
Director of Processing  
Illinois Commerce Commission  
Transportation Division - Railroad Section  
527 East Capitol Avenue  
Springfield, IL 62701

Subject: Delay of Project  
Oak Avenue, Bartlett  
Metra/Milwaukee District

RECEIVED  
COMMUNITY DEVELOPMENT  
APR - 4 2006  
VILLAGE OF  
BARTLETT

April 3, 2006

Dear Mr. Lazarides:

Reference the project delay information requirements in the ICC Order T04-0014 concerning the installation of an interconnected traffic signal with the Metra Milwaukee District West Line highway crossing at Oak Avenue in Bartlett. Metra is requesting a delay of 90 days for the completion of this project from May 10, 2006 to August 8, 2006.

The key procurement items for the project are the three relay houses for the equipment. The houses were described in the invitation for Bid published April 13, 2005. As required by FTA Rules, the lowest responsive bid must be accepted. The lowest bid company, Railway Signal International was reviewed and details of their submittal were questioned on several dates in June and July 2005. They were unresponsive and uncommunicative about either Metra's questions or requests or Metra required changes to it's original submittal. On September 7, 2005, this company was formally declared "not technically responsible/responsive. In the meantime, the bid was awarded to the second lowest responsive bidder, L&W Industries of Springfield, Mo. A Purchase Order (P.O.) for 31 relay houses and 11 Relay Cases was then awarded to L&W dated August 22, 2005 with a shipping date 90 days from the date of the P.O. Metra had asked that the three houses and the case for this project be the first priority, but L&W Industries has missed the original delivery date and has twice extended the promised delivery dates.

They are one of the largest relay house manufacturers in the industry. Unfortunately, they are busy with their regular railroad customers; the increased demand most notably due to the damage caused by Hurricane Katrina. L&W has also had numerous manufacturing difficulties over the last six months.

Our current April 7, 2006 shipping date has been extended by three weeks. This means the houses won't be received until the end of April. We will keep you informed of a confirmed shipping date. We have the wiring material on hand and the cable is being installed in the field. The houses are the missing part of the installation.

Sincerely,

W. K. Tupper  
Chief Engineering Officer

cc: M. Stead - ICC  
J. Plonczynski - Village of Bartlett



STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION

VILLAGE OF BARTLETT,

Petitioner,

v.

COMMUTER RAIL DIVISION OF THE REGIONAL  
TRANSPORTATION AUTHORITY D/B/A METRA  
A/K/A METROPOLITAN RAIL, A REGISTERED SERVICE  
MARK FOR THE NORTHEAST ILLINOIS REGIONAL  
COMMUTER RAILROAD CORPORATION ("METRA"),

Respondent.

Docket No. T04-0014

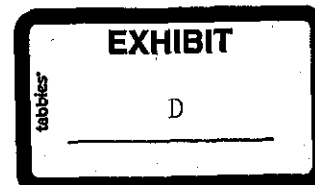
Verified Petition for Supplemental Order for extension of  
completion date by more than thirty (30) days to complete  
the interconnection of traffic signals to be installed at the  
following intersections within and under the jurisdiction of  
the Village of Bartlett, Illinois: Main Street and Railroad  
Avenue, Oak and Railroad Avenues, and Oak and Bartlett  
Avenues with the railroad warning devices at the Oak  
Avenue Crossing hereinafter described, and ancillary work  
thereto as set forth in the Illinois Commerce Commission  
Order entered November 10, 2004.

TO: Mr. Michael Stead, Rail Safety Program Administrator  
Illinois Commerce Commission  
527 E. Capitol Avenue, 6<sup>th</sup> Floor, Springfield, Illinois, 62701

Mr. William K. Tupper, Northeast Illinois Regional Commuter Railroad  
Corporation (Metra), 547 West Jackson Boulevard, Chicago, Illinois, 60661

**NOTICE OF THE VILLAGE OF BARTLETT'S INABILITY TO  
COMPLETE PROJECT WITHIN ORDERED COMPLETION DATE**

NOTICE IS HEREBY GIVEN that the Village of Bartlett (the "Village") will not be able to complete the project work required under the Illinois Commerce Commission Order dated November 10, 2004 in the above captioned matter (the "Project Work"), by the May 10, 2006 completion date set forth in said Order. The Village has acted with due diligence and in good faith to have the Project Work completed in time, but will be unable to complete the Project Work by May 10, 2006 due to delays by Metra in



obtaining relay houses required for the interconnect of the above mentioned traffic signals with the railroad warning device at the Oak Avenue crossing. The Village's Verified Petition for Supplemental Order requesting an extension of the completion date to December 31, 2006 is attached hereto.

Village of Bartlett

By:   
Bryan E. Mraz, its attorney

CERTIFICATE OF SERVICE

I, Bryan E. Mraz, an attorney, certify that I served this Notice of the Village of Bartlett's Inability to Complete Project Within Ordered Completion Date by mailing a copy to each person to whom it is directed and depositing the same in the U.S. Mail at Roselle, Illinois, with the proper postage prepaid and addressed as above shown on April 6, 2006 at 5:00 p.m.

  
Bryan E. Mraz